Annexure VIII
K/C-8

GOVERNMENTOF KARANATAKA

REQUEST FOR PROPOSALS(RFP NO.)

FOR THE CONSULTANCY ASSIGNMENT

Preparation of Detail Project Report for the works of "Balance and other improvement works at Kacharakanahalli lake and Enhancing storage capacity (desilting) and other works at Ulsoor lake"

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer (East-Lakes)
Room No.309, 3rd Floor, Annex-3 Building, Bruhat Bengaluru Mahanagara Palike head office, N R Square, Bengaluru-02

Telephone Fax:

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Tender No:EE/Lakes(East)/TN-04/2023-24
Date:29-12-2023

INVITATION FOR TENDER (IFT)
(Two Cover Tender Notification)
(Through Karnataka Public Procurement Portal http://eproc.karnataka.gov.inonly)

1. The Executive Engineer (East-Lakes) BBMP, on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), request for proposals for appointing Consultant to provide services for **Preparation of Detail Project Report for Works** mentioned in the table below.
2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document & it may be downloaded from the Government of Karnataka Public Procurement Portal Website **(https://kppp.karnataka.gov.in)** from **01/01/2024** onwards**.** Interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the KPPPortal. The Transaction Fee is non refundable.
3. Bids must be submitted online through Karnataka Public Procurement Portal **on 16/01/2024 before 16.00 hours. T**he opening of tenders will be as per the Karnataka Public Procurement Portal guidelines.
4. Other details can be seen in the RFP document.

Sl. No.	Name of the Work	Approx. Cost of Project (Rs. In Lakhs)	EMD (in Rs)	Cost of Tender Document (in Rs.)	Period of Completion
1	**Preparation of Detail Project Report for the works of "Balance and other improvement works at Kacharakanahalli lake and Enhancing storage capacity (desilting) and other works at Ulsoor lake"**	1300.00	32500.00	As per kppp portal	2 Months

NOTE:

1. Pre bid meeting will be held on **08/01/2024 at 15.30 hours** in the office of the Executive Engineer, East-Lakes, BBMP in the above mentioned address to clarify any issues and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer (East-Lakes) on or after 16.30 hours of **17/01/2024.**
3. Aspiring Bidders/Consultants who have not registered in Government of Karnataka Public Procurement Portal should register before participating through the website https://kppp.karnataka.gov.in.

4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information for Bids must be filled and submitted online.
6. For details, registration and e-payment visit GOK website https://kppp.karnataka.gov.in or contact kppp Helpdesk.

-Sd/-
Executive Engineer
(East zone- Lakes)
Bruhath Bengaluru
Mahanagara Palike

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to

carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[11.7.2] This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses).Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving ,or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating tothe performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of daysindicated in the Data Sheet before the Proposal submission date.Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet.The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit

proposals to above office address.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals in KPPPPortal.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail.Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing theTechnical Proposal,consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s).

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet.The proposalshall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contractamount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment(Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the

authorized representative submitting the proposal(Section3F).Key information should include number of years working

forthefirm/
entity,anddegreeofresponsibilityheldinvariousassignmentsduringthelastten (10) years.

(vi) Estimates of the total staff effort (professional and support staff;stafftime)to beprovidedto carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional in formation requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents.The Financial Proposal should follow Standard Forms (Section 4).It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment.If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Proposal (Technical Proposal and Financial Proposal) to be submitted through in KPPportal only.

4.2 –DELETED-

4.3 –DELETED-

4.4 –DELETED-

4.5 –DELETED-

4.6 –DELETED-

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet.Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet.Each responsive proposal will be given a technical score (St).A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 Final proposal shall be opened only after technical by the competent authorities through KPPP only.

5.5 –DELETED-

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price).The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet.The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations.

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATASHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: **Chief Commissioner , BBMP**

The method of selection is: Least Cost Selection(LCS)

1.2 A technical and a Financial Proposals are requested: **Yes**

The name, objectives and description of the Assignment are:
Preparation of Detail Project Report for the works of "Balance and other improvement works at Kacharakanahalli lake and Enhancing storage capacity (desilting) and other works at Ulsoor lake"

1.3 The Assignment is phased: **No**

1.4 A pre-proposal conference will be held: **No**

The name(s),address(es),and telephone/numbers of the Client's Official(s) are:
Executive Engineer (East-Lakes)
Room No.309, 3rd Floor, Annex-3 Building, Bruhat Bengaluru Mahanagara Palike head office, N R Square, Bengaluru-02
Telephone: 9480685582

1.7.2 The Client envisages the need for continuity for downstream work: **No**

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1of G.C.C.

2.1 Clarifications may be requested **BEFORE 12.01.2024 FROM**
The address for requesting clarifications is: **Office of the Executive Engineer (East-Lakes)**
Room No.309, 3rd Floor, Annex-3 Building, Bruhat Bengaluru Mahanagara Palike head office, N R Square, Bengaluru-02

3.1 Proposals should be submitted in the following language(s):English

3.3 –DELETED-

(i) The estimated number of key professional staff months required for the assignment is**: 2 months**

(iv) The minimum required experience of proposed key professional staff is: **5 years**

(vi) Reports which are part of the assignment must be written in the following language: **English**

3.4 (vii) Training is an important feature of this Assignment: **No**

(viii) Additional Information in the Technical Proposal includes: -NA-

3.10 Proposals must remain valid 90days after the submission date i.e. until: _____

4.3 –DELETED-

4.4 –DELETED-

4.5 Proposals must be submitted no later than the following date and time:**16.01.2024 before 16:00 hours**

5.1 **The address of Client is: Office of the Executive Engineer (East-Lakes)**
Room No.309, 3rd Floor, Annex-3 Building, Bruhat Bengaluru Mahanagara Palike head office, N R Square, Bengaluru-02

5.3 The number of points to be given under each of the evaluation criteria are: **All certified documents to be uploaded in KPPP only. Submitting hard copy to office will be considered invalid.**

Points

(i) Specific experience of the consultants related to the Assignment

1) The consultants relevant experience for the DPR assignment: The firm must have an experience in the field of engineering consultancy for last 3(three) years i.e providing design, project management and consultancy services for state/central government projects and their undertaking agencies**.**

2) Consultants shall have a valid ISO certificate as consultancy services provider from Government approved/ registered Firm

3) Consultant should provide latest valid GST certificate
5 points

(ii) Adequacy of the proposed work plan and methodology in responding to the TOR including
25 points 1) Achieved in at least in two financial years out of the last three years (i.e) between
2020-21 to 2022-23 a minimum turnover of not less than Rs. 26.00lakhs. In
support of this the tendrer shall furnish a certificate duly attested by a Chartered
Accountant along with Technical bid.
2) Experience of having successfully completed at least 5 (Five) works of similar
nature (lake development works) in the last 3 (three) years. In support of this, the
Tenderer shall furnish Work Completion Certificates duly certified by the
Competent Authority not less than the rank of Executive Engineer along with
Technical Bid.

3) The consultancy firm in addition to above should have successfully completed

minimum one DPR work as a prime consultant for a single work of value not less than Rs.900.00 lakhs in similar lake development work in past 3 (three) years in Government of Karnataka only. In support of this, the Consultant should furnish documents duly certified by the competent authority of rank not below the grade of Executive Engineer.

(iii) Qualifications and competence of the key professional staff for the Assignment
1)Team Leader cum Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field. /Masters with 5 years of experience in similar field
15 points
2) Hydrologist: ME/MTech graduate in water resource engineer with minimum 5 years of experience in Similar Field. **10 points**
3)Environmentalist: ME/MTech graduate in Environmental engineering with minimum 10 years of experience

in Similar Field**.** **10 points**
4)Structural Engineer: ME/MTech graduate in Structural engineering with minimum 5 years of experience in Similar Field.
10 points
5)Site Engineers-: 5 years' Experience in Similar Field with Graduation / Diploma in Civil Engineering**.**
5 points
6)Quantity Surveyor: 5 years' Experience in Similar Field with Graduation/Diploma in Civil Engineering.
10 points

(iv) Suitability of the transfer of knowledge program(training**)**
10 points

(1) Total station survey of lakes
(2) DGPS survey

Total Points:100

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

Points

(i) General qualifications
1) Civil Engineering Graduate
2) ME/MTech graduate in Environmental engineering

30 points

(ii)Adequacy for the project
1) Should have prepared or been a part of DPR preparation for minimum of 3 works in past 2 years.
2) Should have monitored minimum of 3 works in past 2 years.

60 points

(iii)Experience in region &language
1) Should be able to read and write Kannada and English
2) The staff should have locally worked for 3 years.
10 points

Total Points: 100

The minimum technical score required to pass is : 75 Points

6.1 The address for negotiation is:_____

7.2 The Assignment is expected to commence on[*Month, Year*]at [*Location*]: **28.01.2024**

_____

_____

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

ALL DOCUMENTS TO BE UPLOADED ON KPPP ONLY.

3A.TECHNICALPROPOSALSUBMISSIONFORM

[*Location, Date*]

FROM:(Name of Consultant)	TO:(Name and Address of Client)
_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized
Signature: Name and
Title of Signatory:
Name of Consultant:
Address:

3B.CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the form at below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months ; duration of assignment:</td></tr>
<tr><td>Start Date(Month/Year):</td><td>Completion Date(Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff(Project Director/Co ordinator, Team Leader)involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:_____

3C.

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

–NA-

On the data,services,and facilities to be provided by the Client

–NA-

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E.TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F.Format Of Curriculum Vitae(CV) For Proposed Key professional staff

Proposed Position:_____

Name of Consultant:_____

Name of Staff:_____

Profession:_____

Date of Birth:_____

Years with Firm/Entity:_____Nationality:_____

Membership in Professional Societies:_____

_____

Detailed Tasks Assigned:_____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarizecollege/ universityandotherspecializededucationofstaffmember,givingnamesofschools,dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held.List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent,good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the under signed, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:**_____
[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member:_____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	Reports Due/Activities	Months(in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal(1)
2.																Subtotal(2)
3.																Subtotal(3)
4.																Subtotal(4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
(Authorized Representative)

*The Schedule should be for the period of completion of assignment –NA-

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program(inform of Bar Chart) ++ ***[1st,2nd,etc. are months from the start of assignment]***											
Sl.No.	ItemofActivity(Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports:*	Programme:(Date)
1. Inception Report	
2. InterimProgressReport (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**Modify as required for the Assignment.*

SECTION4.FINANCIALPROPOSAL-STANDARDFORMS

4A. Financial Proposal submission form. 4B.Summary of costs.

4C. Break down of costs.

4A.FINANCIALPROPOSALSUBMISSIONFORM

[*Location,Date*]

FROM:(Name of Consultant) TO:(Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Were main,

Yours sincerely,

Authorized Signature: Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description@	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@Modify the items as appropriate for the consultancy assignment.

4C.BREAKDOWNOFCOSTS (RS)

I REMUNERATION FORSTAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM=Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the breakup of the rates to show the basic salary, social costsand overhead,

III Transportation (Reimbursable)*

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable)*

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate(Rs)	Amountin (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
	Office Furniture (Purchase)				
1					
2					
3					
4					
5					
6					
	Office Equipment (Purchase)*				
1					
2					
3					
4					
5					
6					
				Total	

*Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No.of Copies	Rate per Copy (Rs.)	Amount(Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys(if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

Detailed Project Report (DPR) for lake development works for the above mentioned lake are to be prepared including all components of works specified in detail under the scope of works, preparation of necessary engineering designs, drawings, technical specifications, detailed estimates and tender schedules.

Your applications to be submitted in two cover system comprising of technical bid and financial bid for the above lake, as per the conditions stipulated.

The DPR shall be prepared in two stages,

(a) Feasibility report

(b) Detailed Project Report

The specific components of works to be planned under feasibility report are as furnished in the detailed scope of works. On approval of the feasibility report by BBMP with such changes as may be suggested by the BBMP, if any, the DPR shall be prepared along with drawings in AutoCAD format including detailed estimates with technical specifications and tender schedule etc. Three copies of the DPR together with all tender documents including drawings shall be submitted to BBMP in hard copy and one in soft copy on a CD in PDF format.

INFORMATION TO THE CONSULTANTS

(1) The above lake is located in Bangalore.

(2) Lake is polluted by discharge of sewage and other wastewaters. The storm water carries urban litter, plastics and other solid wastes and are being discharged into the lake. The lake development works shall therefore provide for necessary preventive/control measures against the pollution of the lake by sewage and other wastewaters, sediment (silt, sand, grit, etc.), discharge of urban litter, plastics and other solid wastes transported into the lake.

(3) The consultants are advised to visit the lake site and study the site conditions before submission of their Proposal.

SCOPE OF WORK

1. A joint inspection of lake and the watershed area of lake have to be carried out by the successful consultants with an official of the BBMP in respect of lake, their inlet channels and outlet channels, overflow weirs, main tank bund and peripheral bunds and important details in watershed area of lake such as major polluting stream, discharge points and their sources and solid waste dumping. This is necessary to understand the causes and sources of pollution.

2. Water Samples have to be collected from all the inflow points, 4 points in the middle of the lake and all out let points to determine the extent of pollution of the lake and also to determine remedial actions required. The parameters of lake water samples to be tested are furnished in

3. Lake sediment samples have to be sampled at the inlet zone of the lake, two points at the middle of the lake. And at all out let points by taking undisturbed sediment deposits at regular intervals up to a depth of 2.0 mtrs, to determine the concentration of oxidizable organic matter, total Nitrogen and total Phosphorus present in the sediments. The parameters to be tested are given in Table – 2. In respect of lakes receiving industrial effluent discharges, trace metals and industry specific polluting chemicals may have to be tested for, after inspection of the watershed area of lake.

4. Samples of wastewater streams discharging into lake have to be collected and tested for selected parameters given in

5. **Total Station Survey of Lake**

   Surveying of the lake should be carried out using electronic total station system. AutoCAD drawings are to be prepared to bring out the following information: -

   Boundary survey of the lake demarcating the overall lake boundary outside the lake bunds and also the water spread area as on the date of survey. Drawings have to be prepared to show the following morph metric details of the lake.

   Total length of shoreline along Full Tank Level (FTL) with reference to the top level of the waste weir.

   Total area of the lake falling within the FTL

   The LS of the lake bund at every 25 m showing the top width, bottom width all along the length of main tank bund, ring bunds around the lake. Cross sections at every 50 m intervals of the LS and levels at 1 m interval along the slopes of bund upto 8 m from the bottom edge of the slope.

   Bed levels of the lake at gridlines along north-south and east-west at 50 m spacing to cover the entire lake bed and also to a distance of 100 m around the lake outside the bund of the lake giving ground levels at every 25 m interval along the gridlines.

Surveying and mapping all existing water inlet and outlet drains of the lake indicating the width of channels as existing to a distance of 250 m from the lake along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25 m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel. Cross section drawings bringing out details shall be prepared and submitted.

Contour line shall be marked 0.3 m above the level of the exit point of the surplus weir and existing water level of lake on the date of survey.

The full storage capacity of the lake shall be computed taking into consideration the survey data.

Existing waste weir and its cross section details such as top width, bottom width, top level, bottom level, length, condition and cross section at every 5 m distance with levels at 1.0 m intervals up to 10 m on either side along the alignment of the weir has to be shown in a drawing.

A lake plan drawing has to be prepared showing all the above details.

Bathymetric map of the lake bed, for base line data :

The bathymetric map of the lake has to be prepared showing the depth of the lake at different points by means of contour lines drawn for every 0.3 m difference in elevation. The map must be prepared based on bed levels taken at several points of the lake and not extrapolated from a few spot levels. The spot levels at intersections of 100 m grids have to be factually read and marked on the plan of the lake.

Bathymetry of the lake :

The bathymetric map has to be prepared by taking the bed levels of lake in the manner suggested above. The bathymetric map thus prepared is useful to derive the exact volume of de-silted earth using AutoCAD.

The surplus weirs and inlet channels shall be surveyed to bring out the Longitudinal Section (LS) and Cross Sections (CS).

In case sewage diversion channels are proposed for the lake the Longitudinal and Cross Sections along the chosen alignment shall be surveyed and mapped

LS and CS have to be taken along the entire length of alignments chosen in consultation with the BBMP for the construction of channels for diversion of surplus sewage out of the lake to downstream. Ground levels for the LS shall be taken at every 30 m intervals and cross sections at every 100 m intervals. For cross section levels have to be taken at every 1.0 m interval to a width of 10 m on either side of the line of LS. Drawings have to be prepared for the LS and for all CS with reference to a datum level and the profile of the existing GL along the line of LS and for each CS

have to be drawn.

Summary of drawings to be prepared

Three sets of computer aided drawings have to be prepared in AutoCAD to the following scale and compact disks containing the drawings have to be supplied along with the drawings. The prescribed scale for maps shall be 1 cm = 40 m for length exceeding 1 km. The drawings shall be on paper A1 of size i.e. 841 x 594 mm. The consultant may adopt any other scale in consultation with the BBMP.

Lake side elevation drawing details of surplus weir – Road Bridge showing dimensions of vent ways and overflow weir levels shall be drawn to 1 cm = 5 m scale.

Area of water spread of lake to be shown in a drawing with reference to the time of survey. The dry weather flow measurements to the lake if any will have to be quantified and recorded for each inlet.

The water balance calculation to be given with suggestions/solutions to keep the water body perennially filled.

7. Feasibility Report:

The feasibility report shall provide details on the following items.

1. Morphometric details of the lake namely catchment area, maximum water spread area of the lake, shore line length with reference to FTL, average depth and maximum depth, full tank level (FTL), maximum water level (MWL), main tank bund level, volume of the lake at FTL, length of overflow weir and maximum flood discharge (MFD).

2. Brief description and present physical status and environmental status of watershed of the lake.

3. Estimation of annual nutrients and pollutant loads (*BOD, total Nitrogen, total Phosphorous, quantity of sediments / silt*) likely to be discharged into the lake by inlet streams and storm water inlets from various sources.

4. The water samples should be taken at sunrise.

5. The present physical status of the lake's appurtenant structures and their structural safety namely main tank bund, ring bunds if any, surplus weir, sluice gates, inlet drains, outlet drains and any other form of outlets.

6. Analysis of Water balance of the lake including:
   - Loss of water from the lake due to evaporation and evapo-transpiration
   - Loss of water from the lake bed due to percolation

- Estimation of the storage capacity of the existing lake (and after desilting, if proposed)
- Need for provision of any wastewater treatment plant to supply recycled water free from excessive nutrients and its capacity.
- Design of diversion channel/pipes/STP as the case may be for avoidance/ treatment of sewage in flow.
- Various other alternative options for treatment of sewage in flow.

7. Proposed improvements as per the requirement to the lake structures, inlet channels and outlet channels including:
   - Strengthening main tank bund
   - Desilting the lake bed
   - Construction of ring bunds and wetland bund
   - Construction of island
   - Construction of surplus weir
   - Construction of outlet drain from the waste weir
   - Construction of screens barriers and silt-traps for inlet channels
   - Construction of RCC leap weir and diversion sewer to divert sewage and other wastewater and take in the monsoon water runoff to the lake
   - Construction of a “Constructed/Engineered Wetland” at the inlet zones to take the required treated water from BWSSB’s STP for augmenting the lake for evaporation and percolation losses.
   - Terracing and levelling the sides of lake from ring bund up to the road boundary
   - Boundary chain link fencing and installation of boundary pillars
   - Survey and assessment of Green area required to preserve the habitat including plantation in foreshore for erosion control.
   - Survey and assessment of development activities such as Walking /Jogging path, Shelter, Gazeboes, Adequate Toilets, Children Parks, Parking lot etc.,
8. Environmental and Social impact analysis shall be carried out and included as a separate chapter in the detailed project report.
9. Conceptual plan drawing with necessary typical type design drawings for various development works proposed by the consultants and the respective engineering drawings for various components of construction works for lake development.
10. Approximate cost estimate for the above items of works based on current SR of the local PWD / MI circle shall be prepared.

8. Detailed Project Report:

The Detailed Project Report (DPR) shall provide the following details.

1. Estimation of pollutant load discharged into the lake.
   a. Point sources of pollution
   b. Non-point sources of pollution
   c. Nutrients released from the lake sediment bed
   d. Algal species present in the lake water
   e. Fish species present in the lake
2. Planning, design and preparation of necessary drawings for prevention and control of pollution of lake water from various sources stated above comprising of.
   a. Best management practices for management of watershed of the lake
   b. Sediment transport into the lake
   c. Urban litter transmitted by storm water discharge into the lake
   d. Point source pollution by streams of sewage, sullage and other wastewaters
   e. Control of non point source pollution (BOD, Nutrients-nitrogen and phosphorous) by storm water discharge into the lake
   f. Nutrient release from lake sediment bed to the lake water.
3. Preparation of a document furnishing guidelines for post restoration monitoring of the lake water quality and necessary corrective measures for controlling pollution of lake water with annual recurring cost for lake water quality monitoring and watershed management.
4. Suggesting guidelines for promoting environment awareness to public and achieving voluntary public participation in the pollution prevention and lake management works.
5. Guidelines for training of Government officers and members of citizen committee
6. Preparation of a time schedule for implementing the Lake development projects
7. Preparation of detailed estimates including O & M.
8. Preparation of drawings and tender schedule.
9. Preparation of construction drawings including necessary structural engineering drawings wherever necessary.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT(here in after called the "Contract")is made the_____ day of the month of

_____, 200__ , between, on the one hand, ____(here in after called the "Client")and,on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If theConsultantsconsistofmorethanoneentity,theaboveshouldbepartiallyamendedtoreadas follows*:

"….(hereinaftercalled the "Client")and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _(hereinafter called the"Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources ,have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to here by agree as follows:

1. The following documents attached here to shall be deemed to forman integral part of this Contract:

(a) The General Conditions of Contract(here in after called "GC");

(b) The Special Conditions of contract(here in after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-consultants ----------

Appendix D: Services and Facilities to be provided by the Client _____

Appendix E: Break down of Contract Price _____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note:If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be asset for thin the Contract, in particular:

(a) The Consultants shall carryout the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FORANDONBEHALFOF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note*** *:If the Consultants consist of more than one entity, all of these entities should appear assignatories, e.g.,in the following manner*:]

FOR AND ON BEHALF OF EACH
OFTHEMEMBERSOFTHECONSUL
TANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants ,as the case maybe, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such timeperiod after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.3 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail toper form any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants(or any of their Members)become in solvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through(c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and

obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set for thin Clause GC3.3here of;

(iii) any right which a Party may have under the applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC
2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 andGC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective dateof termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall per form the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into as ub contract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii)that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C

("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in theform, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory there of. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense ofthe Client in an amount equal to their replacement value.

4. **Consultants’ Personnel and Sub-Consultants**

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C.The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace anyof the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said AppendixD, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i)any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like,and all other costs incurred by the Consultant in carrying out the Services described Appendix

Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in

clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the

Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[2.1 The date on which this Contract shall come into effect is:

[2.2 The time period shall be…..days*[Note:Fillin30daysoranyotherappropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be _____*[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

[*Note: Fill in the blanks and delete what is not*

applicable] [3.5 (c)***Note****: Delete where not applicable.*]

The other actions are_____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note :List here any changes or additions to ClauseGC5.1If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____.

[6.4 The account is :……]

Payments shall be made according to the following schedule:

Note *: (a) the following installments are indicative only;(b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****.In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Ten(10)percentofthelumpsumamountshallbepaiduponsubmissionoftheinceptionreport.
- Twenty-five(25)percent of the lump sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.
- Twenty(20)percentofthelumpsumamountshallbepaiduponapprovalofthefinalreport.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

Note: this sample clause should be specifically drafted for each contract.]

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi ,for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1]Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation tothe matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[Listunder:C-1Titles[andnames,ifalreadyavailable],detailedjobdescriptionsandminimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants[if already available];same information with respect to theirPersonnelasinC-1throughC-2)]

AppendixD: Services and Facilities tobe provided by the Client

[Listhere under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

AppendixE: Breakdown of Contract Price in Indian Rupees

Lis there the elements of cost used to arrive at the breakdown of the lump sum price :

1. Monthly rates for local Personnel(Key Personnel and other Personnel)

2. Reimburs able expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments
(ReferenceSCClause6.4of Contract)
(To be stamped in accordance with Applicable

Stamp Act, if any) Ref: Bank Guarantee:

_____Date:_____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant tothecontextormeaningthereofincludeitsuccessors,administratorsandassigns)havingawardedtoM/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's ContractAgreementNo._____dated__ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for ____ Contract (hereinafter called the "Contract")
(scope ofwork)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amount ingto
_____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We_____(Name of the Bank)having its Head Office at_____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of___as a foresaid at anytime upto_____@_____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank(Nationalized/Scheduled)located in India